

**EXHIBIT C**  
**I. REQUIREMENTS FOR PRIVATE DUTY ATTENDANT**  
**PROVIDING SERVICES AT COPPER LAKE ESTATES**

Every private duty attendant providing services to residents in their apartments at Copper Lake Estates must comply with all of the following requirements as a condition of obtaining access to Copper Lake Estates.

1. **Registration Form.** Each private duty attendant must complete and submit to the Administrative Office a *Private Duty Attendant Registration and Information Form* (Attached). This form must be updated every time the private duty attendant proposes to provide services to another resident at Copper Lake Estates.
2. **Name Badge.** Private duty attendants must wear name badges at all times while on the premises of Copper Lake Estates.
3. **Acknowledgement and Indemnification.** Each private duty attendant must receive and comply with *Requirements for Private Duty Attendant* (Attached); *Rules of Conduct for Private Duty Attendant* (Attached); and any other policies and procedures that Copper Lake Estates develops governing private duty attendants' provision of services in residents' apartments. Each private duty attendant must also sign a copy of *Acknowledgment and Indemnification* (Attached) in which he or she acknowledges receipt of such documents and agrees to hold Copper Lake Estates harmless for any claims or actions arising from his or her services.
4. **Tuberculosis Test.** Each private duty attendant must provide a copy of a negative current TB or chest x-ray test, or registry notification of TB clearance. Such tests must be updated annually.
5. **No Solicitation or Loitering.** Copper Lake Estates strictly prohibits solicitation of business and loitering on its premises. Each private duty attendant shall report as required by Copper Lake Estates immediately before his or her appointment with the resident and shall leave the premises immediately after the provision of services. In addition, each private duty attendant shall have access only to areas of Copper Lake Estates necessary to obtain access to the resident's apartment, to meet the resident's needs, or to use the public telephone or restrooms.
6. **Requirements.** Meals, breaks, entrance, name badges, parking, solicitation, telephone and any other policies and procedures that govern private duty attendants specific to Copper Lake Estates will be addressed with the private duty attendant by the Executive Director or designated individual. In addition, the resident will be required to obtain a current criminal background check on any attendant providing services.

## II. RULES OF CONDUCT FOR PRIVATE DUTY ATTENDANT

Copper Lake Estates permits private duty attendants to provide services to residents in their apartments, provided that such personnel comply with various policies and procedures developed by Copper Lake Estates for the employment of private duty attendants, including *Requirements for Private Duty Attendant*; *Acknowledgement and Indemnification*; and these *Rules of Conduct for Private Duty Attendant*. Any of the following activities or conduct will result in a private duty attendant's immediate loss of privileges to enter Copper Lake Estates to provide services to any resident.

1. Verbal or physical abuse;
2. Theft;
3. Use of any illegal drug on premises;
4. Alcohol use on premises;
5. Possession of dangerous weapons on premises;
6. Sleeping on duty, when inappropriate;
7. Failure to sign in or out at the required location;
8. Indecent or immoral conduct on the premises;
9. Willful damage of property;
10. Soliciting contributions, donations, tips, gifts, or employment;
11. Failure to follow rules, regulations, policies, or procedures governing private duty attendants;
12. Failure to honor Resident Rights (attached);
13. Failure to abide by parking restrictions;
14. Charging more than one resident for services during the time allotted for any resident's appointment;
15. Failure to follow smoking restrictions;
16. Failure to report any resident injury or change of condition immediately to the Executive Director during regular hours, after hours and on weekends and holidays;
17. Disruptive conduct;
18. Unauthorized distribution of literature;
19. Malicious gossip, spreading of rumors, harassment, or discriminatory remarks or accusations;
20. Use of building telephones other than the public pay telephones;
21. Failure to maintain basic personal hygiene, cleanliness and appropriate attire;
22. Unauthorized use of dining or break rooms;
23. Unauthorized entry into any room not necessary for provision of services to resident;
24. Unsanitary work practices or contribution to unsanitary work conditions; and
25. Other conduct deemed to constitute good cause for loss of privileges as determined by the Executive Director.



### III. PRIVATE DUTY ATTENDANT REGISTRATION AND INFORMATION FORM

*To be completed by individuals working as private duty attendant.*

#### ATTENDANT INFORMATION:

- Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Telephone: \_\_\_\_\_
- Automobile Make & Model: \_\_\_\_\_ License No.: \_\_\_\_\_
- Person to Contact in Event of Emergency: \_\_\_\_\_  
Address and Telephone No.: \_\_\_\_\_  
\_\_\_\_\_

#### • Identify All Residents Who Will Receive Your Services:

1. Name: \_\_\_\_\_  
Unit No.: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
2. Name: \_\_\_\_\_  
Unit No.: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
3. Name: \_\_\_\_\_  
Unit No.: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

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To be completed by Executive Director or Designee

*I have reviewed this Registration and Information form and approve of having this person work on the premises of \_\_\_\_\_, subject to all rules, regulations, policies, and procedures governing private duty attendants.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

#### **IV. ACKNOWLEDGMENT AND INDEMNIFICATION**

##### **Private Duty Attendant**

I, \_\_\_\_\_ (name of private duty attendant), wish to provide private duty services to one or more residents of Copper Lake Estates. I understand and agree that my access to Copper Lake Estates to provide such services is conditioned upon my compliance with all of the following terms:

1. I understand and agree that I am not an employee of Copper Lake Estates, which exercises no control over my compensation or the agreement that I have entered into for providing private duty attendant services and that I am responsible for my own actions for the care I provide the resident. In addition, I will clearly display credentials while on the property at all times.

2. I agree not to represent to any person at any time that I am an employee of Copper Lake Estates. I further agree not to seek any employee benefits offered to Copper Lake Estates' employees, including, but not limited to, workers' compensation insurance, unemployment insurance, disability insurance, vacation pay, and sick pay.

3. I understand and agree that my employer is/are the resident(s), who shall be responsible for paying for my services, providing workers' compensation and other employee benefits to me, and making appropriate payroll deductions on my behalf.

4. I agree to release, indemnify, and hold Copper Lake Estates harmless from and against any and all claims, demands, liabilities, losses, and damages, in any way arising out of or related to my services as a private duty attendant, or my presence at Copper Lake Estates, unless such damage results directly from the gross negligence of Copper Lake Estates.

5. I understand and agree that my access to Copper Lake Estates is limited to that access which is necessary to provide services to the resident, to meet the resident's needs, or to use the public telephone or restrooms. I understand that I shall have access to no other area without the prior express written consent of Copper Lake Estates.

6. I agree to abide by *Requirements for Private Duty Attendant*, *Rules of Conduct for Private Duty Attendant*, and any other rules, regulations, policies, or procedures that Copper Lake Estates develops, now or in the future, regarding the conduct of private duty attendants.

7. By signing below, I agree to the terms of this *Acknowledgement and Indemnification* and I acknowledge receipt of the *Requirements for Private Duty Attendant, Rules of Conduct for Private Duty Attendant, and Private Duty Attendant Registration Form*.

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Signature

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Name

Date

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Address

Telephone

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City

State

Zip Code



**V. GUIDELINES FOR RESIDENTS FOR THE EMPLOYMENT  
OF PRIVATE DUTY ATTENDANTS PROVIDING SERVICES  
IN RESIDENTS' APARTMENTS**

The following guidelines are intended to assist You in Your employment of private duty attendants in Your apartment. The purpose of these guidelines is to protect You and Copper Lake Estates.

1. Your private duty attendant is Your employee. Accordingly, You are responsible for all wages, employee benefits, payroll withholdings, workers' compensation insurance, and other responsibilities of employers to employees.
2. As You would do when employing any person, You should provide for workers' compensation insurance coverage.
3. You should keep adequate records of Your employment of Your employee, including hours worked, wages paid, absences, and other pertinent facts. Business details such as the rate of pay, payment schedule, work schedule, payment of Social Security benefits, and provision of workers' compensation and liability insurance, must be arranged between You and Your employee.
4. Confirm that Your employee is a citizen of the United States of America, or that he or she has a valid work permit. You are advised to complete Form 1-9, a copy of which can be obtained from the offices of Copper Lake Estates.
5. Confirm that Your employee is 18 years of age or older. (State laws may require that direct care givers be at least 18 years of age.)
6. If Your employee will have occasion to drive Your car, confirm that he/she has a valid driver's license and that Your automobile insurance policy covers additional drivers.
7. For Your own protection, we suggest that You check You employee's references.
8. Confirm that Your employee is working only for You and not billing his or her time to another resident during Your scheduled appointment.
9. Your employee must receive, become familiar with, and comply with *Requirements for Private Duty Attendant*, *Rules of Conduct for Private Duty Attendant*, and any other policies and procedures developed by Copper Lake Estates regarding employment of Private Duty Attendants. In addition, Your employee must sign *Acknowledgment and Indemnification* in which he or she acknowledges receipt of these documents, agrees that he or she is not an employee of Copper Lake Estates, and releases Copper Lake Estates from liability for claims or losses in any way related to his or her services.
10. Any injuries to Your employee which occur at Copper Lake Estates must be reported immediately to Administration of Copper Lake Estates. Injury Report forms are available at the reception desk.

11. If any problems or conflicts involving Your employee arise, we urge You to bring them to the attention of the Administration. NOT WITHSTANDING ANY SUCH NOTIFICATION, YOU AGREE AND ACKNOWLEDGE THAT THE COMMUNITY HAS NO RESPONSIBILITY OR OBLIGATION TO NEGOTIATE WITH YOUR EMPLOYEE, TO RESOLVE ISSUES BETWEEN YOU AND YOUR EMPLOYEE, OR OTHERWISE TO ENFORCE ANY RIGHTS THAT YOU MAY HAVE VIS-A-VIS YOUR EMPLOYEE EITHER AT LAW OR IN EQUITY. OTHER THAN WITH RESPECT TO THE ITEMS ADDRESSED IN THIS POLICY, THE COMMUNITY WILL NOT BECOME INVOLVED IN YOUR EMPLOYMENT RELATIONSHIP WITH YOUR EMPLOYEE AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY INJURIES OR DAMAGES OF ANY SORT TO ANY PERSON OR THING ARISING EITHER DIRECTLY OR INDIRECTLY OUT OF YOUR EMPLOYMENT RELATIONSHIP WITH YOUR EMPLOYEE OR CARE PROVIDED BY YOUR EMPLOYEE.

12. Whenever You employ or engage the services of a new or substitute private duty attendant, You must notify the Administration and furnish the documents described in Paragraph 9 above to the private duty attendant. You shall also follow the procedures described in Paragraphs 1 through 11 above with respect to every attendant You employ.

13. When private duty attendant services are the basis of the authorization for a resident to remain in his/her apartment, the resident or authorized representative is obligated to report immediately any absence of any private duty attendant services.

**14. Many residents prefer to contact a home health agency to receive the services of private duty attendants. Such agency will be deemed the employer of the private duty attendant and will address many of the concerns described above.**



## VI. OUTSIDE SERVICES WAIVER AND RELEASE FORM

The Resident specified below has elected to retain private duty attendants unaffiliated with Copper Lake Estates. This decision has been made despite the resident being made aware of the potential problems and risks that can occur upon the hiring of such private duty attendants. The resident agrees that Copper Lake Estates has no obligation to check or investigate the background of the private duty attendants retained. The resident hereby waives, and releases Copper Lake Estates from any and all claims, causes of action, demands, obligations, damages or liability asserted or arising out of or incidental to any dealings between the resident and the private duty attendants retained. The resident shall further indemnify Copper Lake Estates for any costs incurred by Copper Lake Estates relating to the misconduct of such private duty attendants

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Signature of Resident/Authorized Representative

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Date

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Printed Name of Resident/Authorized Representative